

WARRANTY

Blaw-Knox warrants all new equipment of Blaw-Knox manufacture to be free from defects in material and workmanship (when subject to normal and proper usage) for a period of twelve (12) months or 1000 operational hours from the "In Service Date" established by the "New Machine Delivery Report" completed, signed and filed with Blaw-Knox when the unit is initially placed in service. Failure to transmit to Blaw-Knox the completed and signed "New Machine Delivery Report" within seven (7) days of placing the equipment in service will disqualify this warranty on the equipment.

Notice must be given to the servicing Blaw-Knox distributor upon discovery of such defects, and parts returned for inspection. Parts found defective by Blaw-Knox's inspection will be repaired or replaced without cost, F.O.B. point of manufacture. The foregoing shall be the limit of Blaw-Knox's liability for such defects. No warranty is extended on components and accessories not manufactured by Blaw-Knox, as these items are subject to the warranties of their respective manufacturers.

Limitation of Liability

EXCEPT AS SET FORTH HEREIN, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOR ANY PROMISES BY BLAW-KNOX WITH RESPECT TO THE EQUIPMENT COVERED HEREIN. IN NO EVENT SHALL BLAW-KNOX BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DELAY IN PERFORMANCE OF THIS WARRANTY.



REDACTED

Exhibit C

(MEMORANDUM OF LAW IN SUPPORT
OF INGERSOLL-RAND COMPANY'S
MOTION FOR SUMMARY JUDGMENT)